



**MEMORANDUM OF UNDERSTANDING FOR JOINT USE OF FACILITIES  
BETWEEN CITY OF SAN MARCOS AND  
SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

This Agreement is made and entered into on \_\_\_\_\_ by and between the City of San Marcos, Texas ("City"), a Texas home rule municipality, and the San Marcos Consolidated Independent School District ("District"), a Texas public independent school district, and jointly referred to as the " Parties."

**Recitals.**

Whereas, the City and the District enter into this Memorandum of Agreement in recognition of the mutual benefits it will achieve for them.

Whereas, the City and the District are mutually interested in meeting youth and community demands for youth developmental and community recreational opportunities; and

Whereas, the City and the District wish to enter into an agreement for the City's shared use of facilities owned by the District and the District's shared use of facilities and parks owned by the City; and

Whereas, this Agreement is entered into pursuant to the authority and under the provisions of and in accordance with, the Texas Interlocal Cooperation Act, Section 791.001, et seq. of the Texas Government Code, for the performance of governmental functions and services; specifically, the shared use of each party's facilities as outlined in this Agreement for the purpose of providing youth developmental and community recreational programs and activities, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the City of San Marcos and the Board of Trustees for the San Marcos Consolidated Independent School District; and

Whereas, the City of San Marcos provides recreational and youth developmental activities and programs to the citizens of San Marcos, Texas and seeks to provide additional opportunities through the use of facilities owned by the District; and

Whereas, the City and District have investigated and determined that it would be advantageous and beneficial to both parties and the District's school community to provide youth developmental and community recreational programming and activities through the shared use of both parties' facilities.

For the reasons stated in these Recitals and the mutual benefits and obligations herein, the Parties wish to enter into this Agreement.

**Now, Therefore,** in consideration of the foregoing recitals and the terms, conditions, covenants, and agreements set forth herein, the Parties agree as follows:

1. Purpose. The purpose and intent of this Agreement is to provide for the joint use of facilities that belong to the District in a manner which does not interfere with the specific educational and/or recreational purposes for which the school facility was intended.
2. Duration. This Agreement shall be for a term of three of years from the date of the initial agreement. Following the initial three-year term, the Parties may agree in writing to renew the MOU for a period of two additional years. Either party may terminate this agreement with or without cause by providing the other party with thirty (30) days written notice to the designated representative of the other party. unless terminated earlier upon a breach of this Agreement by a party pursuant to Section 2.1 below.
  - 2.1 Upon breach of this Agreement by either party, the other party shall give written notice of the intent to terminate the Agreement specifying the claimed breach and action required to cure the breach. If the breaching party fails to cure the breach within five (5) calendar days from receipt of said written notice, the other party may terminate the Agreement upon written notification to the breaching party.
3. Joint Committee. This Agreement shall be administered by a joint committee composed of the City Parks and Recreation Director, or other designated City representative, and the District's Superintendent, or other designated District representative.
4. Facilities.
  - 4.1 District Facilities are comprised of buildings as shown in Exhibit A.
  - 4.2 City Facilities are comprised of rental facilities as shown in Exhibit B.
5. Use of Facilities.
  - 5.1 The City's use of the District Facilities is subject to the rules in Exhibit C.
  - 5.2 The District's use of City Facilities is subject to the rules in Exhibit D.
6. Scheduling.
  - 6.1 Scheduling Coordinators. The Director of Maintenance and Construction in the Facilities department, or their designee, from the District shall serve as the central scheduling office for the District Facilities and shall attempt to resolve all conflicts with the City.
  - 6.2 Scheduling Coordinator for City. The Parks and Recreation Department shall serve as the central scheduling office for the city facilities and shall attempt to resolve all conflicts with the District.
  - 6.3 At the inception of this agreement, designated representatives from the City and

designated representatives from the District will meet to discuss and review rental requests for the year. They will do so each year. If there are rental needs beyond that, those must be submitted and considered at least 14 days prior to the start of the event or program.

7. Maintenance of Facilities.

Both parties agree to avoid routine maintenance or improvement projects during the agreed-upon dates for City facility usage by the district and for District facility usage by the City. If the work cannot be avoided, notification will occur as soon as possible, and attempted accommodations will be made.

8. Liability.

To the extent permitted by law, and without waiving any limitations on liability, or immunity from liability or suit, each party agrees to hold harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the other party, its agents, officers, and/or employees in the performance of activities or duties pursuant to this Agreement.

9. Insurance.

9.1 For use of school district facilities, the City shall procure and maintain for the duration of the Agreement, general liability insurance covering premises, products-completed operations, and contractual liability with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate against claims for injuries to persons or damage to property which may arise from or in connection with the use of the District Facilities. The City shall also secure general liability insurance coverage for participant liability with limits of not less than \$250,000 per occurrence. The City shall also provide workers compensation insurance of not less than the statutory limits, including Employer's Liability coverage of minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate. The City shall provide a certificate of insurance evidencing the required insurance before using the District Facilities.

9.2 For purpose of providing transportation of participants of City programs, school district will procure and maintain for the duration of the Agreement Commercial Automobile Liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired automobile coverage.

9.3 For use of city facilities, school district will procure and maintain for the duration of the Agreement, general liability insurance covering premises, products-completed operations, and contractual liability with limits no less than

\$1,000,000 each occurrence, \$2,000,000 general aggregate against claims for injuries to persons or damage to property which may arise from or in connection with the use of the City Facilities. The School District shall also secure general liability insurance coverage for participant liability with limits of not less than \$250,000 per occurrence. The School District shall also provide Workers' Compensation insurance of not less than the statutory limits. The School District shall provide a certificate of insurance evidencing the required insurance before using the City Facilities.

10. Cost and Fees.

- 10.1 User registration fees may be set for the use of District facilities by the City. Such registration fees shall be retained as revenue by the City.
- 10.2 User registration fees may be set for the use of City facilities by the District. Such registration fees shall be retained as revenue by the District.
- 10.3 Facility rental fees will be waived for each entity. Each entity agrees to pay additional operating costs such as, but not limited to: lighting fees, custodial fees, supervisory fees, etc.

11. Notice to Parties

- 11.1 Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested.
- 11.2 Notice to the City shall be sufficient if made or addressed to the Office of the City Manager.
- 11.3 Notice to the District shall be sufficient if made or addressed to the Office of the Superintendent.
- 11.4 Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

12. Inspection. Each party and its authorized officers, agents, and employees shall have the right to enter and inspect the Facilities at reasonable times.

13. No Third Party Benefits. The Parties hereto do not intend to confer on any third parties any benefits hereunder. Therefore, no third party may utilize any provision hereof as a third party beneficiary or otherwise.

14. Entire Agreement. The terms and conditions written herein constitute the entire understanding between the Parties. This Agreement shall not be modified or amended except in writing and executed by the Parties hereto.

15. Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, and the venue of any action brought hereunder shall be in the state courts having jurisdiction in Hays County, Texas.

16. Waiver. The failure of a party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such party. Any waiver at any time by either party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of the terms and conditions of this Agreement shall, if requested, be provided in writing.
  
17. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other than any necessary resolutions extending said authority have been duly authorized and approved and are now in full force and effect.

**EXECUTED** by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity and shall be effective as of the date first written above.

**CITY OF SAN MARCOS:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Stephanie Reyes  
City Manager

**SAN MARCOS CONSOLIDATED INDPENDENT SCHOOL DISTRICT:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Dr. Michael Cardona  
Superintendent of Schools

## **EXHIBIT "A"**

**City will request use of a specific District facility during the Joint Committee meeting. Any requests outside of that meeting will be sent, in writing to the Superintendent or their designee. The District shall review the request and confirm in writing which, if any portions/areas of the facility shall be available to the City for the program or activity.**

## **Exhibit “B”**

1. Pauline Espinosa Community Hall, 170 Charles Austin Dr. San Marcos TX 78666
2. Old Fish Hatchery Building, 201 N CM Allen Parkway, San Marcos TX 78666
3. Dunbar Recreation Center, 801 W MLK, San Marcos TX 78666
4. San Marcos Activity Center, 501 E Hopkins, San Marcos TX 78666
5. Gary Softball Complex, 2800 Airport Highway, San Marcos TX 78666
6. Rio Vista Tennis Courts, 555 Cheatham Street, San Marcos, TX 78666
7. Five Mile Dam Soccer Complex, 4440 Old Stagecoach Trail, San Marcos, TX 78666
8. Ramon Lucio Baseball Complex, 601 S. CM Allen Pkwy, San Marcos, TX 78666
9. Various outdoor spaces to accommodate specific events such as cross country meets

**The District will request use of a specific City facility during the Joint Committee meeting. Any requests outside of that meeting will be sent, in writing to the Parks Director or their designee. The City shall review the request and confirm in writing which portions/areas of the facility shall be available to the District for the program or activity.**

**EXHIBIT "C"**  
**RULES AND REGULATIONS FOR USE OF SCHOOL FACILITIES**

**The building and grounds of the School District (“District”) are primarily for public school purposes, which include all activities of the school involved in carrying out its programs. No other use shall be permitted that will interfere with the primary purpose for which these buildings and grounds are intended.**

1. The District reserves the right to deny/cancel any permit, and/or discontinue use of the facility by the applicant/user at any time if, in their sole discretion, the use of a facility is in the conflict with District use policies or regulations.
2. It is the responsibility of the applicant/user to report to the District by the close of the next business day all non-emergency injuries and damage due to the activities of the applicant/user. If the incident (damage to the facility or injury to a participant or attendee) is an emergency, the incident is to be reported immediately.

**CONDITIONS**

1. The District administration will ensure that facilities are unlocked during all operational scheduled times. Keys to buildings of facilities shall not be issued to non-district leadership staff for programming taking place in the facility.
2. Decorations that create damage to walls, ceilings, floors, or furniture are not allowed in district facilities. Nails, tacks, duct tape, glue and other adhesives, are not permitted. Open flames including, candles, briquettes, and wood fires are not permitted on District property. All costs for such removal of decorations or damages caused by decorations or open flame shall be directly billed to the user.
3. Any kitchen use must be coordinated by District nutrition staff.

**RESPONSIBILITIES**

1. Adult leaders of organizations using District facilities shall remain with their groups throughout activities and shall be financially responsible for the proper care of the facility used, and any District materials, furniture, or equipment therein.
2. In the event of damage or loss of District property, the applicant must accept the District's estimate of replacement/repair and pay all costs associated therein within 30 days. The District is not responsible for property lost by individuals or groups using school facilities.

**RESTRICTIONS**

1. The following items shall be strictly prohibited in all District facilities and upon all District properties:
  - All forms of smoking, tobacco use, and other nicotine delivery products;
  - Alcoholic beverages; and All illegal drugs.
2. Food is limited to certain facilities and the vending and/or serving of such must be approved by the District in advance of use of the facilities.
3. All State and local laws and fire codes are in effect for use of District facilities. All aisles, corridors, passages, vestibules, elevators, and stairways will be kept free and clear of obstructions and will not be used other than for ingress and egress.
4. No animals (except services animals) shall be permitted in the facility.

### **Exhibit D**

Please follow this link to view the most up to date rules and guidelines for facilities and parks, please view [this document](#).

